

209-06/MEU

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff  
GENERAL NATIONAL MARITIME  
TRANSPORT COMPANY  
80 Pine Street  
New York, NY 10005  
(212) 425-1900 / (212) 425-1901 (fax)

Michael E. Unger (MU 0045)  
Jan P. Gisholt (JG 3768)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
GENERAL NATIONAL MARITIME  
TRANSPORT COMPANY,

Plaintiff,

-against-

COMPAGNIE ALGERO-LIBYENNE DE  
TRANSPORT MARITIME (CALTRAM),

Defendant.  
-----X

**06 CIV. 3534 (LTS)**

**ECF CASE**

**UNGER AFFIRMATION**

MICHAEL E. UNGER, affirms the following under penalty of perjury:

1. I am an attorney admitted to practice before this Court and am a member of the law firm of Freehill Hogan & Mahar, LLP, attorneys for the Plaintiff GENERAL NATIONAL MARITIME TRANSPORT COMPANY (hereinafter, "GNMTC"). I submit this affirmation in support of Plaintiff's application to recognize and enforce as a Judgment of this Court a foreign arbitral award that was rendered against CALTRAM and in favor of GNMTC at London, England on June 7, 2007, and for attorneys' fees and costs incurred by GNMTC in collecting the Award as a result of Defendant CALTRAM's bad faith refusal or failure to satisfy the Award.

2. Insofar as the contents of this affirmation are within my own knowledge, they are true. Insofar as the contents of this affirmation are not within my own knowledge, they are true to the best of my information and belief.

### **THE DISPUTE**

3. The dispute between GNMTC and Defendant CALTRAM arose under a maritime contract of charter party contract dated September 11, 2004, which required the parties to submit all disputes to arbitration at London, England. A certified copy of the Charter, with its written agreement to arbitrate at Clause 45(b), signed by both parties, is annexed as Exhibit 1 to the accompanying Tookey Declaration.

4. CALTRAM owed to GNMTC outstanding charter hire and indemnity for cargo damage.

### **THE ARBITRAL AWARD**

5. Despite due demand, CALTRAM refused to pay GNMTC the amounts due and owing.

6. GNMTC commenced arbitration in June of 2006, and in July of 2006, Defendant CALTRAM consented to the London arbitration by agreeing to the appointment of a sole arbitrator.

7. Both GNMTC and CALTRAM were represented by legal counsel during the arbitral proceedings and both parties presented submissions to the arbitrator.

8. Ultimately, an arbitral award was rendered in favor of GNMTC and against CALTRAM on June 7, 2007. A certified copy of the Award is annexed to the Tookey Declaration as Exhibit 2.

**SERVICE OF PROCESS UPON DEFENDANT CALTRAM**

9. The Complaint in this matter was filed on May 10, 2006 (see Exhibit A annexed hereto). Plaintiff initially attempted to serve the Summons and Complaint upon Defendant via FedEx pursuant to the FRCP 4(d) waiver method on or about July 27, 2006. Defendant failed to respond.

10. On or about July 2, 2007, an attempt was made to serve Defendant at its registered address in Algeria, 19 Rue des Freres Bouadou, Birmandreis, Alger, Algeria via the Clerk of the Court by DHL pursuant to FRCP 4(f)(2)(C)(ii). The Clerk's Certificate of Mailing was filed on July 6, 2007. However, DHL reported the package could not be delivered as CALTRAM had purportedly "moved" and no longer maintained an office at the registered address.

11. On August 22, 2007, Your Honor issued an Order that service of the Summons and Complaint via DHL upon CALTRAM at its office in Tripoli, Libya, together with service upon CALTRAM's attorney of record in the London arbitration would be deemed authorized service of process upon Defendant. A copy of the August 22, 2007 Order is annexed hereto as Exhibit B.

12. The Summons and Complaint were successfully delivered by DHL to CALTRAM's London attorneys on September 13, 2007. The Summons Returned Executed was filed with the Court on October 11, 2007. A copy of the DHL delivery confirmation is annexed hereto as Exhibit C.

13. On October 10, 2007, attorneys Lennon Murphy & Lennon, LLC, filed a Notice of Appearance on behalf of CALTRAM.

14. Despite several requests, CALTRAM's U.S. attorneys did not agree to accept service of process. A copy of the Complaint was nonetheless provided to Lennon Murphy & Lennon, LLC.

15. Numerous attempts were made to deliver the Summons and Complaint to CALTRAM at their Tripoli, Libya address which was provided to me by GNMTC. DHL advised that the address information was incorrect and that they could not deliver the package to the address provided. DHL's advice concerning the address information for CALTRAM was incorrect, and it appears instead that CALTRAM was attempting to avoid service, as will be seen below.

16. GNMTC confirmed to me that the address we provided DHL was indeed correct and that a representative from GNMTC had physically been to the address and had confirmed that CALTRAM maintained an office at said address.

17. During the period in which DHL was attempting to deliver the package, an attorney from Freehill Hogan & Mahar was in weekly contact with DHL to check on the delivery status and provide any additional assistance in getting the package delivered.

18. After numerous unsuccessful attempts, DHL finally confirmed that the package had been delivered to CALTRAM in Tripoli, Libya on November 21, 2007 and had been signed-for by a Mr. Mohamed Mali. A copy of the Summons Returned Executed along with a letter from DHL confirming that the Summons and Complaint was delivered is annexed hereto as Exhibit D.

**THE ARBITRAL AWARD SHOULD BE RECOGNIZED AND ENFORCED**

19. The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, codified at 9 U.S.C. §201 *et seq.*, provides an essentially

ministerial process by which foreign arbitral awards, such as the one issued in this case, may be recognized and enforced as judgments. All that is required is that the application be timely, that the applicant provide certified copies of the written agreement to arbitrate and the arbitral award, and that none of the few grounds for non-recognition set forth in the New York Convention be present.

20. GNMTC has satisfied all of these requirements. The arbitral Award was rendered in June of 2007, which is well within the 3-year time limit. The Tookey Declaration, submitted herewith, contains certified copies of the written agreement to arbitrate and the arbitral Award itself. None of the grounds for non-recognition, it is submitted, can be raised in good faith in this action. Accordingly, Judgment should be entered on the foreign arbitral Award.

**ATTORNEYS FEES SHOULD BE AWARDED**

21. GNMTC filed the instant action against CALTRAM on May 10, 2006 in order to obtain security for what was at that time an ongoing arbitration in London. As set forth in the accompanying Tookey Declaration, a final arbitral Award was rendered on June 7, 2007 in favor of GNMTC and against CALTRAM.

22. Accordingly, this action quickly evolved from a suit which sought security for a pending arbitration to one for collection of the issued award.

23. The Award directs CALTRAM to pay GNMTC as follows (*see* Tookey Declaration ¶11):

- (a) The sum of \$275,252.36 (Two Hundred Seventy Five Thousand Two Hundred Fifty Two United States Dollars and Thirty Six Cents) together

with interest on that sum from 16<sup>th</sup> April 2005 at the annual rate of 6.75% compounded every three months until payment;

- (b) Interest on the sum of \$66,611.89 (Sixty Six Thousand Six Hundred Eleven U.S. Dollars and Eighty-Nine Cents) from 16<sup>th</sup> April 2005 at the annual rate of 6.50% compounded every three months until 25<sup>th</sup> October 2006;
- (c) The sum of €37,500 (Thirty Seven Thousand Five Hundred Euros) together with interest on that sum from 24<sup>th</sup> October 2006 at the annual rate of 5.00% compounded every three months until payment.
- (d) The sum paid for the Award £4,800 (Four Thousand Eight Hundred Pounds Sterling) (Tookey Declaration ¶12) together with interest at the rate of 7.75% per annum compounded every three months from the date of payment (June 14, 2007) (Tookey Declaration ¶12) until the date of reimbursement.

24. The Award also directed that GNMTC's legal costs were to be paid by CALTRAM and reserved to the arbitrator the power to assess these costs. A Final Award on Costs was rendered on January 30, 2008 (Tookey Declaration ¶¶ 14-15), directing CALTRAM to pay GNMTC as follows:

- (a) GNMTC's recoverable costs and disbursements of the Award dated June 7, 2007 in the agreed sum of £12,903.57 (Twelve Thousand Nine Hundred Three Pounds Sterling and Fifty-Seven Pence) together with interest at the annual rate of 8.25% compounded every three months from June 7, 2007 until payment.

- (b) GNMTC's recoverable costs of the Application for the Costs Award in the sum of £862.00 (Eight Hundred Sixty-Two Pounds Sterling) together with interest at the annual rate of 8.25% compounded every three months from October 30, 2007 until payment.
- (c) Reimbursement of the costs of the Costs Award (i.e., the arbitrator's fees) in the sum of £375.00 (Three Hundred Seventy-Five Pounds Sterling) together with interest at the annual rate of 8.25% compounded every three months from the date of payment by GNMTC until the date of payment by CALTRAM. GNMTC paid the cost of the Final Award on Costs, which was acknowledged by the sole arbitrator on January 30, 2008.

25. Despite repeated demands for payment, CALTRAM – in bad faith – has refused or otherwise failed to make any payment against the Award.

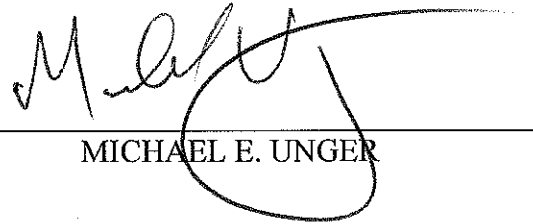
26. Under circumstances in which a defendant agrees to arbitrate, actively participates in the arbitration, loses the arbitration and then refuses to pay the award against it, the defendant is *per se* in bad faith, and the plaintiff is entitled to attorneys' fees and costs incurred in collection of said award.

27. GNMTC has incurred legal fees and disbursements in the United States in attempting to collect on the arbitral award. Attorneys' fees and costs incurred in the United States for the purpose of enforcing CALTRAM's obligation to pay the Award which it is contumaciously refusing to pay, to date total \$20,293.89. Copies of the invoices of Freehill Hogan & Mahar, LLP (which have been redacted to protect privileged information contained within the invoices) are annexed hereto as Exhibit E.

28. It is estimated that further fees and expenses in bringing this matter to a conclusion (through collection on the judgment) will total approximately \$5,000.00 (Five Thousand U.S. Dollars).

29. In all, GNMTC should be granted further Judgment (over and above the amounts set forth in the Award) of \$25,293.89 for its legal fees incurred in the United States in compelling CALTRAM to live up to its obligation to pay the arbitral Award rendered against it.

Dated: New York, New York  
March 25, 2008



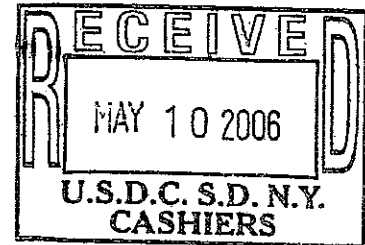
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MICHAEL E. UNGER

Exhibit A

209-06/MU

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff  
80 Pine Street  
New York, NY 10005  
(212) 425-1900  
(212) 425-1901 fax  
Michael E. Unger (MU 0045)



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**JUDGE SWAIN**

-----X  
GENERAL NATIONAL MARITIME  
TRANSPORT COMPANY,

**06 CV 3534**

06 CIV \_\_\_\_\_ ( ) /

Plaintiff,

-against-

**VERIFIED COMPLAINT**

COMPAGNIE ALGERO-LIBYENNE DE  
TRANSPORT MARITIME (CALTRAM),

Defendant.  
-----X

Plaintiff GENERAL NATIONAL MARITIME TRANSPORT COMPANY, (hereinafter "Plaintiff" and/or "GNMTC"), by its attorneys Freehill, Hogan & Mahar, LLP, as and for its Verified Complaint against the named Defendant COMPAGNIE ALGERO-LIBYENNE DE TRANSPORT MARITIME (CALTRAM) (hereinafter "Defendant" and/or "CALTRAM") alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure in that it involves a claim for the breach of a maritime contract of charter party. This case also falls under this Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333, and this Court's federal question jurisdiction pursuant to 28 U.S.C. §1331 in that the action arises under the New York Convention on the Recognition and

Enforcement of Foreign Arbitral Awards, codified at 9 U.S.C. §201 *et seq.* and/or the Federal Arbitration Act, 9 U.S.C. §1 *et seq.*

2. At all times relevant hereto, Plaintiff GNMTC was and still is a foreign business entity duly organized and existing under the laws of Libya with a registered office in Tripoli, Libya.

3. At all times relevant hereto, the Defendant CALTRAM was and still is a foreign business entity duly organized and existing under the laws of a foreign country with its head office located at 19, rue des Freres Bouadou, Birmandreis, Alger, Algeria.

4. On or about September 21, 2004, Plaintiff, in the capacity as owner, entered into a maritime contract of charter party on the NYPE Form with Defendant CALTRAM under which Plaintiff GNMTC agreed to let and CALTRAM agreed to charter the vessel JAREF for a period of about 40 days.

5. Plaintiff GNMTC duly tendered the vessel into the service of CALTRAM and the contract was fully performed by GNMTC.

6. Defendant CALTRAM is in breach of the terms of the charter by having made improper deductions from hire, in the total sum of \$347,211.27.

7. The charter party provides that any disputes arising thereunder shall be subject to London arbitration and Plaintiff GNMTC specifically reserves its rights to arbitrate the substantive matters at issue.

8. Upon information and belief, and after investigation, Defendant CALTRAM cannot be "found" within this district for the purpose of Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims, but Plaintiff is informed that Defendant has, or will shortly have, assets within this District comprising of, *inter alia*, cash, funds, credits, wire

transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or for the benefit of Defendant (hereinafter, "ASSETS"), moving through banking institutions including but not limited to American Express Bank, Bank of New York, Bank of America, Citibank, JPMorgan Chase, Standard Chartered, and Wachovia, or others.

9. In addition to an attachment in the full amount of the claim as outlined above, Plaintiff GNMTC also seeks an attachment over an additional sum to cover its anticipated attorneys' fees, costs and interest, all of which is recoverable in London arbitration.

10. Plaintiff estimates, as nearly as can be computed, these additional damages/costs to be \$257,081.68, comprised of interest in the sum of \$52,081.68 (computed on the principal amount sought at a rate of 5% for a period of 3 years - the estimated timeframe within which arbitration will be completed); and \$205,000 estimated U.K. counsel fees and arbitrators' fees which will be incurred in conjunction with the London arbitration, and which are recoverable there.

11. Based upon the foregoing, therefore, the sum total sought to be attached in this action is \$604,292.95.

WHEREFORE, Plaintiff GNMTC prays:

- a. That process in due form of law according to the practice of this Court may issue against Defendant CALTRAM, citing it to appear and answer the foregoing;
- b. That if Defendant cannot be found within this District pursuant to Supplemental Rule B, that all assets of Defendant up to and including the sum of \$604,292.95 may be restrained and attached, including but not limited to any cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit,

freights, sub-freights, charter hire, sub-charter hire, and/or other assets of, belonging to, due or for the benefit of Defendant including but not limited to such assets as may be held, received or transferred in its own name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking institutions including but not limited to: American Express Bank, Bank of New York, Bank of America, Citibank, JPMorgan Chase, Standard Chartered, and/or Wachovia and/or any other garnishee(s) upon whom a copy of the Process of Maritime Attachment and Garnishment issued in this action may be served;

- c. That an Order be entered directing Defendant to proceed to London arbitration for the adjudication of the merits of the claim;
- d. That this Court retain jurisdiction over the matter for any further or supplemental proceedings as may be necessary in order to give effect to the London arbitration; and
- e. For such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York  
May 10, 2006

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff  
GENERAL NATIONAL MARITIME  
TRANSPORT COMPANY

By: 

Michael E. Unger (MU 0045)

80 Pine Street  
New York, NY 10005  
(212) 425-1900  
(212) 425-1901 fax

**ATTORNEY VERIFICATION**

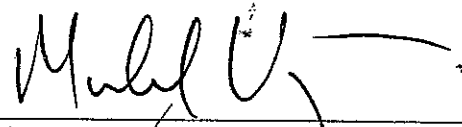
State of New York     )  
                                  ) ss.:  
County of New York    )

MICHAEL E. UNGER, being duly sworn, deposes and says as follows:

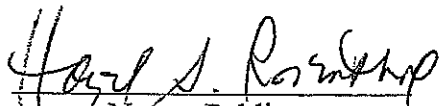
1. I am a partner with the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action, I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.

2. The sources of my information and the grounds for my belief are communications, information and documentation provided by our client.

3. The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.

  
\_\_\_\_\_  
Michael E. Unger (MU 0045)

Sworn to before me this  
10<sup>th</sup> day of May 2006

  
\_\_\_\_\_  
Notary Public

HAZEL S. ROSENTHAL  
Notary Public, State of New York  
No. 01804641178  
Qualified in Queens County  
Certified in New York County  
Commission Expires Dec. 31, 2008

Exhibit B

AUG-24-2007 16:17

P.02/03

2006-01/01

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
GENERAL NATIONAL MARITIME  
TRANSPORT COMPANY,

06 CIV. 3534 (LTS)

Plaintiff,

ORDER

-against-

COMPAGNIE ALGERO-LIBYENNE DE  
TRANSPORT MARITIME (CALTRAM),

Defendant.  
-----X

WHEREAS, Plaintiff GENERAL NATIONAL MARITIME TRANSPORT COMPANY ("GNMTC") commenced this action with the filing of a Summons and Complaint on May 10, 2006; and

WHEREAS, Plaintiff attempted to serve the Summons and Complaint upon Defendant pursuant to FRCP 4(d) by Fedex delivery on or about July 27, 2006, the Fedex package having been delivered to Defendant, and Defendant having failed to acknowledge receipt and execute the Waiver of Service form; and

WHEREAS, Plaintiff further served Defendant in Algeria via the Clerk of the Court pursuant to FRCP 4(f)(c)(ii) on July 2, 2007 via DHL; and

WHEREAS, DHL subsequently advised that Defendant had "moved" and no longer maintains an office at 19 rue des Freres Bouadou, Birmandreis, Alger, Algeria; and

WHEREAS, Defendant maintains an office in Tripoli, Libya; and

WHEREAS, Defendant is represented by counsel in the ongoing underlying arbitration proceeding between Plaintiff and Defendant at London, England;

AUG-24-2007 16:18

P.03/03

NOW, THEREFORE, IT IS HEREBY ORDERED, that service of the Summons and Complaint in the referenced matter via DHL upon Defendant CALTRAM at its office in Tripoli, Libya, together with service via DHL, upon Defendant's Attorney of Record in the London arbitration between Plaintiff and Defendant, shall be deemed <sup>authorized</sup> ~~valid~~ service of process upon Defendant; and *JS*

IT IS FURTHER ORDERED, that if Defendant does not answer within 30 days as required under the Federal Rules of Civil Procedure, that Plaintiff may provide notice of motion of default judgment upon Defendant by sending said notice to Defendant's Tripoli, Libya address and Defendant's London Attorney of Record by DHL and such service will be deemed <sup>authorized</sup> ~~effective~~ pursuant to FRCP 4(f)(3). *JS*

SO ORDERED:

Dated: New York, New York  
August 22, 2007



HON. LAURA TAYLOR SWAIN, U.S.D.J.

Exhibit C

Contact



|      |       |          |           |      |
|------|-------|----------|-----------|------|
| Ship | Track | Services | About DHL | Help |
|------|-------|----------|-----------|------|

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DHL Global



## Track

- ▶ Track by number
- ▶ Track by reference
- ▶ Get delivery signature
- ▶ Track DHL Same Day service
- ▶ Monitor shipments

## Log in to DHL

User ID Password ☐ Remember my User ID

Log in

- ▶ Forgot password/user ID?

## New to DHL online?

Registration is quick and free.

- ▶ Sign up now

## Track results detail

▶ Pri

Current status for 8255659845...

Shipment delivered. ✓

Delivered on: 9/13/2007 10:33 am

Delivered to:

Signed for by: K WEBB What is this?

## Tracking history...

| Date and time      | Status   | DHL Facility Location             |
|--------------------|--|-----------------------------------|
| 9/13/2007 10:33 am | Shipment delivered.  | London-heathrow, United Kingdom V |
| 8:05 am            | With delivery courier.   | London-heathrow, United Kingdom   |
| 6:44 am            | Arrived at DHL facility.   | London-heathrow, United Kingdom   |
| 3:49 am            | Depart Facility  | East Midlands, United Kingdom     |
| 9/12/2007 9:26 pm  | Transit through DHL facility   | East Midlands, United Kingdom     |
| 7:24 am            | In transit.  | Wilmington - Clinton Field, OH    |
| 7:19 am            | Depart Facility  | Wilmington - Clinton Field, OH    |
| 9/11/2007 9:25 pm  | In transit.  | Runnemede, NJ                     |
| 12:04 pm           | Shipment arrived at incorrect facility. Sent to correct destination. | Runnemede, NJ                     |
| 9:16 am            | Address information needed; contact DHL Customer Service.            | Runnemede, NJ                     |
| 7:59 am            | Arrived at DHL facility.   | Runnemede, NJ                     |
| 5:20 am            | Depart Facility  | Wilmington - Clinton Field, OH    |
| 2:01 am            | In transit.  | Wilmington - Clinton Field, OH    |
| 9/10/2007 8:30 pm  | Departing origin.  | New York Midtown, NY              |
| 8:19 pm            | Shipment picked up   | New York Midtown, NY              |

## Shipment details...

From

To

Shipment information

New York Midtown, NY  
United States

Shipment Label Created: 9/  
Pieces: 1  
Total weight: 1 lb Note on w  
Ship type:  
Shipment reference:  
Service:  
Special Service:  
Description:

Attention:

Attention:

► Track new shipment

Tracking detail provided by DHL: 10/11/2007, 11:48:45 am pt.

**Next Day service guaranteed.**

Open an account today and we'll guarantee your package arrives by 10:30 am the next day.

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 INTERNATIONAL SHIPMENT

825 5659 845

ORIGIN

DESTINATION CODE

1 Payer account number and shipment value protection details  
 Charge to ☒ Shipper ☐ Receiver ☐ 3rd Party  
 Payer Account No. \_\_\_\_\_  
 Shipment Value Protection (see reverse) ☐ Cash ☐ Check ☐ Credit Card  
☐ Yes Declared Value for Carriage (in US \$) \_\_\_\_\_ Not all payment options are available in all countries.

2 From (Shipper)  
 Shipper's Account Number 760514838 Contact Name J. GOSCHLT  
 Shipper's Reference (up to 35 characters) 209116/MC/31K

Company Name  
 Address 1000 PINE STREET  
 Post/ZIP Code (required) 10014 Phone, Fax, or E-mail (required) 212-251-1960

3 To (Receiver)  
 Company Name  
 Contact Person  
 Delivery Address DHL cannot deliver to a PO Box  
 100 de Sybel, Esq.  
 1 ST. ANTHONY'S BOARD  
 LEANON  
 Post/ZIP Code (required) 07036 County WATKINS  
 Phone, Fax, or E-mail (required)

4 Shipment Details  
 Total number of packages 1 Total Weight \_\_\_\_\_ Dimensions (in inches) Length \_\_\_\_\_ Width \_\_\_\_\_ Height \_\_\_\_\_  
 If DHL Express Document packaging used, enter XD \_\_\_\_\_  
 8255659845

5 Full Description of Contents  
 Give Content and Quantity  
 Legal Documents  
 10014

6 Dutiable Shipments Only (Customs requirement)  
 Attach the original and four copies of a Proforma or Commercial Invoice.  
 Export License No./Symbol (if applicable) Receiver's VAT/GST or Shipper's EIN/SSN  
 Declared Value for Customs (in US \$) \_\_\_\_\_ Schedule B Number / Harmonized Code (if applicable) \_\_\_\_\_  
 (as on commercial/proforma invoice)  
 AES TRANSACTION NUMBER \_\_\_\_\_ TYPE OF EXPORT ☐ Permanent ☐ Repatriation ☐ Temporary  
 Destination Duties/Taxes If left blank, Receiver pays duties/taxes.  
☐ Receiver ☐ Shipper ☐ Other \_\_\_\_\_ Specify approved account number \_\_\_\_\_  
 The commodities, technology or software to be exported from the U.S. are in compliance with the U.S. Bureau of Export Administration, Division to countries contrary to U.S. law prohibited.

7 Shipper's Authorization (signature required)  
 I/we agree that DHL's standard terms apply to this shipment and limit DHL's liability for loss or damage to U.S. \$100. The Warsaw Convention may also apply (see reverse). I/we understand that Shipment Value Protection is available on request for an extra charge. I/we agree to pay all charges if the recipient or 3rd party refuses to pay the live shipment at DHL. DOES NOT FRANKFURT GERMANY  
 Signature (required) *[Signature]* Date 9/10/07

8 Products & Services  
 Not all products or services are available in all countries.  
☐ International Express  
☐ Non-Dutiable (International Document Service)  
☒ Dutiable ( Worldwide Priority Express)  
☐ Other \_\_\_\_\_  
 Service Options (extra charges may apply)  
☐ Saturday Delivery ☐ Special Pickup  
☐ Delivery Notification ☐ Signature Required  
 Other \_\_\_\_\_  
 Global Mail  
☐ Int. Priority ☐ Int. Standard ☐ IPA ☐ ISAL  
☐ Dom. Priority ☐ Dom. Standard

9 DIMENSIONAL/CHARGEABLE WEIGHT  
 SERVICES CHARGES \_\_\_\_\_ lbs  
 Drop Box # TOTAL \_\_\_\_\_  
 TRANSPORT COLLECT STICKER No. \_\_\_\_\_  
 PAYMENT DETAILS (Check, Card No.)  
 No. \_\_\_\_\_  
 Type \_\_\_\_\_ Expires \_\_\_\_\_  
 Auth. \_\_\_\_\_  
 PICKED UP BY \_\_\_\_\_  
 Route No. \_\_\_\_\_  
 Time \_\_\_\_\_ Date \_\_\_\_\_

SHIPPER'S COPY

DHL EXPRESS (USA), INC.



AO 440 (Rev. 10/93) Summons In a Civil Action - SDNY WEB 4/98

# United States District Court

SOUTHERN

DISTRICT OF

NEW YORK

GENERAL NATIONAL MARITIME TRANSPORT  
COMPANY,

## SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

COMPAGNIE ALGERO-LIBYENNE DE  
TRANSPORT MARITIME (CALTRAM),

**06 CV 3534**

**JUDGE SWAIN**

TO: (Name and address of defendant)

COMPAGNIE ALGERO-LIBYENNE DE TRANSPORT MARITIME (CALTRAM)  
19, rue des Freres Bouadou  
Birmandreis, Alger, Algeria

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

FREEHILL, HOGAN & MAHAR LLP  
80 Pine Street  
New York, New York 10005  
(212) 425 1900  
Attn: Michael E. Unger, Esq.

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

**J. MICHAEL McMAHON**

CLERK

*Marcos Quintero*

(BY) DEPUTY CLERK

**MAY 10 2006**

DATE

209-06/MU

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
GENERAL NATIONAL MARITIME  
TRANSPORT COMPANY,

Plaintiff,

06 CIV. 3534 (LTS)

-against-

**AFFIDAVIT OF SERVICE**

COMPAGNIE ALGERO-LIBYENNE DE  
TRANSPORT MARITIME (CALTRAM),

Defendant.  
-----X

STATE OF NEW YORK :  
: ss.:  
COUNTY OF NEW YORK :

JAN P. GISHOLT, being duly sworn, deposes and says:

Deponent is not a party to the action, is over 18 years of age and resides in New York County, City and State of New York.

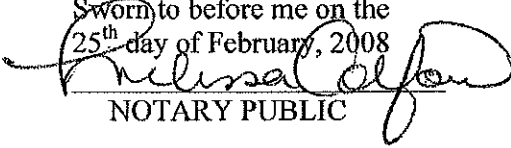
On the 10th day of September, 2007, deponent served the within **SUMMONS, VERIFIED COMPLAINT and JUDGE'S RULES** upon:

Compagnie Algero-Libyenne de Transport Maritime (CALTRAM)  
13 Ebn Zeydoun Street  
(Near Jamila El-Zmarly College)  
Tripoli, Libya

the address(es) designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a post-paid properly addressed wrapper, in an official depository under the exclusive care and custody of DHL.

  
JAN GISHOLT

Sworn to before me on the  
25<sup>th</sup> day of February, 2008

  
NOTARY PUBLIC

MELISSA COLFORD  
Commissioner of Deeds  
City of New York-No. 5-1692  
Certificate Filed in New York  
Commission Expires 4/1/08

NYDOCS1/299522.1

[illegible]

LAW OFFICES OF  
**FREEHILL HOGAN & MAHAR LLP**  
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FACSIMILE (973) 623-3818

CONNECTICUT OFFICE  
23 OLD KINGS HIGHWAY SOUTH  
DARIEN, CT 06820-4538  
TELEPHONE (203) 921-1913  
FACSIMILE (203) 358-8377

GEORGE B. FREEHILL  
WILLIAM L. JUSKA, JR.  
JAMES L. ROSS\*  
ERIC E. LENCK  
JOHN J. WALSH\*  
PATRICK J. BONNER\*  
PETER J. GUTOWSKI  
MARK F. MULLER  
WAYNE D. MEEHAN\*  
DON P. MURNANE, JR.\*  
THOMAS M. RUSSO  
THOMAS M. CANEVARI†  
MICHAEL FERNANDEZ\*  
JOHN F. KARPOUSIS\*<sup>Δ</sup>  
MICHAEL E. UNGER†  
WILLIAM J. PALLAS\*  
GINA M. VENEZIA\*<sup>Δ</sup>  
LAWRENCE J. KAHN\*  
BARBARA G. CARNEVALE\*  
MANUEL A. MOLINA  
JUSTIN T. NASTRO\*  
PAMELA L. SCHULTZ\*<sup>Δ</sup>  
DANIEL J. FITZGERALD\*<sup>Δ</sup>  
MICHAEL G. ELLIOTT\*  
JAN P. GISHOLT†

\* ALSO ADMITTED IN NEW JERSEY  
† ALSO ADMITTED IN CONNECTICUT  
Δ ALSO ADMITTED IN WASHINGTON, D.C.  
\* ALSO ADMITTED IN LOUISIANA

September 10, 2007

Our Ref: 209-06/MEU

Compagnie Algero-Libyenne de Transport Maritime (CALTRAM)  
13 Ebn Zeydoun Street  
(Near Jamila EL-Zmarly College)  
Tripoli, Libya

By DHL


Re: General National Maritime Transport Company v. Compagnie Algero-Libyenne de Transport Maritime (CALTRAM) / U.S. District Court for the Southern District of New York Docket No. 06 CV 3534

Dear Sirs:

Enclosed please find a copy of the Summons, Complaint and Judge's Rules in the above-referenced action. We are hereby serving these documents pursuant to Judge Swain's Order dated August 22, 2007.

Very truly yours, \*

FREEHILL HOGAN & MAHAR LLP

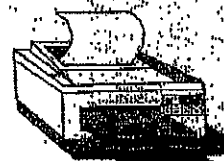
  
Jan P. Gisholt

Fax sent by :

SIFAX

01-02-08 13:17

Pg: 1



FROM: Patricia Rodriguez

DATE: Jan. 22/08

PHONE: (877-297-6031) Ext.4580  
FAX: (928) 222-8499

COMPANY:

CONTACT: Jan. P. Bushell

DOM/INTL (CIRCLE ONE)

FAX#: (212) 425-1901

DHL AIRWAYBILL #: 7405070481

THERE ARE 1 PAGES ATTACHED TO THIS COVER PAGE.

HARD COPY PROOF OF DELIVERY  
SEE LINE #

REQUESTED LETTER

COPY OF DHL AIRWAYBILL

MISCELLANEOUS

REQUEST FOR ADDITIONAL INFORMATION

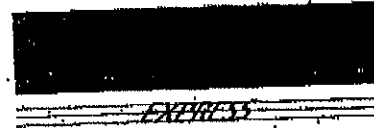
COMMENTS:

PLEASE CALL ME IF I CAN BE OF FURTHER ASSISTANCE!  
THANK YOU FOR SHIPPING WITH DHL EXPRESS!

Fax sent by :

SIFAX

01-02-08 13:18 Pg: 2



December 12, 2007

Freehill, Hogan & Mahar LLP  
80 Pine Street  
New York, NY, 10005  
Telephone# (212)425-1900  
Fax# (212)425-1901

Airway bill: 7405070481  
Company name: Compagnie Algero-Libyenne de Transport Maritime  
Shipper: Jan P. Gisholt  
Address: 13 Ebn Zeydoun Street Adahra  
Country: Tripoli, Libya

Dear valued customer,

In response to your inquiry concerning the above referenced shipment, DHL Express has traced this shipment through our shipping cycle and has ascertained the following:

Please be advised the package was delivered on November 21, 2007 and it was signed for by: Mahmmmed Mail.

DHL sincerely regrets any inconvenience that may have resulted with regards to this shipment. We value our relationship with our customers and hope you will allow us to continue providing services to your company.

Sincerely,

Patricia Rodriguez  
Service Inquiry Research Specialist  
1(877)297-6031 ext 4580

Exhibit E

Law Office Of  
**FREEHILL, HOGAN & MAHAR, LLP**  
80 Pine Street  
New York, New York 10005-1759  
Telephone (212) 425-1900  
Facsimile (212) 425-1901, 1902, 1903

June 8, 2006

The West of England Ship Owners  
Insurance Services Limited  
Tower Bridge Court  
224 - 226 Tower Bridge Road  
London SE1 2UP, ENGLAND  
Attention: Alan Salisbury

YOUR REF: OE-060509/APS/APS/2004001683

OUR REF: 209-06/MEU

INTERIM INVOICE NO.: 112122

---

RE: JAREF  
Attachment Against Caltram  
On Behalf of GNMTC

---

TO ALL PROFESSIONAL SERVICES RENDERED AND DISBURSEMENTS  
INCURRED in connection with the above-captioned matter from May 9, 2006 through May 31,  
2006 more fully set forth below:

|         |     |      |  |
|---------|-----|------|--|
| 5/09/06 | MEU | 1.50 | Telephone conference with Ms. Clark regarding new matter involving attachment against Caltram; receiving and reviewing email from Ms. Clark forwarding charter party, hire statement, etc.; instructing regarding preparation of attachment application papers; searching for Caltram;   |
| 5/09/06 | BGC | 4.80 | Meeting with MEU to discuss new attachment; reviewing documents received via email; conducting Rule B search to ascertain if Defendant can be found in NYS including New York Department of State, Directory Assistance, Journal of Commerce Transportation Directory, and Internet search to see if there are any offices or agents in NYS; drafting affidavit and order re special process server; affidavit and order re issuance of PMAG, PMAG, civil cover sheet, Rule 7.1 Statement, Summons, Verified Complaint; compile and copy exhibits and obtain check for filing fee. |

The West of England Ship Owners Insurance Services Limited

June 8, 2006

JAREF Interim Invoice No. 112122

Page 2

|         |     |      |  |
|---------|-----|------|--|
| 5/10/06 | MEU | 2.10 | On preparation of attachment application; Complaint, Rule 7.1 Statement, Rule B(1) Affidavit; Rule 4(c) Affidavit; Orders directing issuance of process and for special service, PMAG Civil Cover Sheet, etc.; on preparation of cover letters and interrogatories to banks; on application having been granted; arranging service on banks; advising Ms. Clark regarding status;  |
| 5/10/06 | BGC | 5.20 | Finalizing attachment application; attending at SDNY for commencement of action and initial appearance before Orders and Judgments clerk for pre-judicial review of application and subsequent application for emergency hearing before District Judge; appearance at chambers of Judge Swain and presentation of application for issuance of order of attachment outlining claim, grounds, etc. and eventually securing court order for issuance of attachment; appearance at clerk's office for issuance of Process of Attachment and certification of ancillary Orders issued by clerk regarding service of process; conferring with paralegal staff and assistance in respect to arrangements for immediate service on garnishee banks; coordination with regard to further service on banks and electronic filing with SDNY and organization of pleadings file. |
| 5/10/06 | RGR | 2.60 | Serving attachment, orders, interrogatories, complaint and cover letter on American Express Bank, JP Morgan Chase, Bank of New York, Standard Chartered Bank.  |
| 5/10/06 | JS  | 2.00 | Preparing service packages; serve by hand Citibank, Bank of America and Wachovia; prepare affidavits of service.   |
| 5/10/06 | SM  | 1.00 | Preparing first day by hand service letters and interrogatories to seven banks in connection with new Rule B attachment papers;  |
| 5/10/06 | MG  | 1.00 | Assisting in preparation of attachment papers;   |
| 5/11/06 | MEU | .60  | Receiving and reviewing email from Ms. Clark acknowledging ours of 5/10; supervising service of banks;   |
| 5/11/06 | JS  | .40  | Effectuate service on garnishee banks for 5/11-5/12; scan and e-file pleadings to clerk; file B(1) and 4(c) affidavits with court.   |

**FREEHILL, HOGAN & MAHAR, LLP**

The West of England Ship Owners Insurance Services Limited

June 8, 2006

JAREF Interim Invoice No. 112122

Page 3

|         |     |      |   |
|---------|-----|------|---|
| 5/12/06 | MEU | .30  | Receiving and reviewing email from Ms. Clark requesting status report; writing to Ms. Clark regarding same and requesting any information regarding Caltram's prior wire transfers;   |
| 5/12/06 | RGR | .50  | Prepare affidavits of service for service of attachment and related documents on American Express Bank, JP Morgan Chase, Bank of New York and Standard Chartered Bank, on 5/10/06.  |
| 5/12/06 | JS  | .20  | Effectuate service of PMAG on garnishee banks for 5/15-5/19.  |
| 5/12/06 | SM  | .40  | Effecting service on garnishee banks 5/11 and 5/12/06;  |
| 5/12/06 | SM  | 1.00 | Preparing faxes to garnishee banks for service; fax garnishee banks 5/11 and 5/12/06;   |
| 5/19/06 | JS  | .20  | Effectuate service of PMAG on garnishee banks for 5/22-5/26.  |
| 5/29/06 | JS  | .20  | Effectuate service on garnishee banks for 5/30 - 6/1.   |
| 5/30/06 | MEU | .20  | Receiving and reviewing email from Ms. Ward regarding Members to attempt to obtain details regarding Caltram bank account, etc.; writing to Ms. Ward suggesting search for vessels now under charter to Caltram;  |
| 5/31/06 | MEU | .70  | Receiving and reviewing email from Ms. Clark forwarding [REDACTED]<br>[REDACTED] preparing supplemental PMAG adding additional banks; arranging issuance of same; preparing letter to banks regarding alternative spelling of Caltram; writing to Ms. Ward regarding additional banks to be served, etc.; |
| 5/31/06 | JS  | 4.50 | Preparing packages for service of Supplemental PMAG; attending at SDNY to have Supplemental PMAG issued; serving by hand ABN Amro, Deutsche, Credit Suisse, HSBC and Standard Chartered; preparing affidavits of service.   |
| 5/31/06 | SM  | 1.00 | Drafting Supplemental PMAG; preparing first day service letters and interrogatories for ten banks;  |

**FREEHILL, HOGAN & MAHAR, LLP**

The West of England Ship Owners Insurance Services Limited

June 8, 2006

JAREF Interim Invoice No. 112122

Page 4

## SUMMARY OF PROFESSIONAL SERVICES:

| TIMEKEEPER           | HOURS       | RATE   | AMOUNT       |
|----------------------|-------------|--------|--------------|
| Michael E. Unger     | 5.40        | 245.00 | 1,323.00     |
| Barbara G. Carnevale | 10.00       | 160.00 | 1,600.00     |
| Joan Sorrentino      | 7.50        | 120.00 | 900.00       |
| Robert G. Ridenour   | 3.10        | 120.00 | 372.00       |
| Sandra McSorley      | 3.40        | 50.00  | 170.00       |
| Martha Gadecki       | <u>1.00</u> | 50.00  | <u>50.00</u> |
|                      | 30.40       |        | 4,415.00     |

FEES: 4,415.00

## DISBURSEMENTS:

|                      |               |               |
|----------------------|---------------|---------------|
| Court Filing Fees    | 350.00        |               |
| Photocopy Expenses   | 45.45         |               |
| Facsimile Expenses   | <u>114.26</u> |               |
| TOTAL DISBURSEMENTS: |               | <u>509.71</u> |

*Vouchers are available upon request*INVOICE TOTAL: \$ 4,924.71

## PRIOR BILLINGS:

None

/smm

FREEHILL, HOGAN &amp; MAHAR, LLP

LAW OFFICES OF  
**FREEHILL HOGAN & MAHAR LLP**

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TELEPHONE (212) 425-1900

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reception@freehill.com

www.freehill.com

TAX ID NO.: 13-1985797

October 10, 2006

YOUR REF: OE-060509/APS/APS/2004001683

OUR REF: 209-06/MEU

INTERIM INVOICE # 113211

Rayfield Mills  
Maritime & International Trade Lawyers  
3 Collingwood Street  
Newcastle-Upon-Tyne  
NE1 1JE, UK

Attention: Joanne Clark, Esq.

---

**RE: JAREF**

Attachment action against Caltram  
on behalf of GNMTC

---

**TO PROFESSIONAL SERVICES RENDERED AND DISBURSEMENTS INCURRED** in connection with the captioned matter from June 1, 2006 through September 30, 2006 as more particularly described below:

|         |     |      |   |
|---------|-----|------|---|
| 6/01/06 | JS  | .40  | Scan and email PMAG to ABN Amro; open subfiles.   |
| 6/02/06 | RGR | 1.00 | Serve supplemental attachment, interrogatories and cover letter on Citibank, HSBC bank and Bank of America. |
| 6/02/06 | JS  | .20  | Effectuate service of PMAG upon garnishee banks for 6/5-6/9.  |
| 6/02/06 | SM  | .80  | Preparing fax cover sheet for month of June; effecting service on garnishee banks 5/31/2006 - 6/2/2006;     |
| 6/05/06 | MEU | .40  | On sorting out Supplemental PMAG service and alternative spelling for Caltram;                              |

Citibank, HSBC Bank and Bank of America on 6/2/06.

|         |     |      |   |
|---------|-----|------|---|
| 6/09/06 | JS  | .20  | Effectuate service of PMAG upon garnishee banks for 6/12-6/19.  |
| 6/12/06 | RGR | .20  | Review correspondence from bank in response to attachment.  |
| 6/14/06 | MEU | .30  | Receiving and reviewing email from Ms. Clark regarding status and suggestion regarding going forward; telephone conference with Ms. Clark [REDACTED];                     |
| 6/15/06 | MEU | .30  | Receiving and reviewing email from Ms. Clark [REDACTED]; telephone conference with Ms. Clark regarding same;  |
| 6/15/06 | MAM | 1.10 | Reviewing file and performing internet research re obtaining supplemental process of maritime garnishment and attachment.   |
| 6/16/06 | JS  | .20  | Effectuate service of PMAG upon garnishee banks for 6/19-23.  |
| 6/16/06 | SM  | 1.00 | Effecting service on garnishee banks 6/12 - 6/16/06;  |
| 6/16/06 | SM  | 1.00 | Preparing drafts of supplemental PMAG and first day service letters for two garnishee banks;  |
| 6/19/06 | DB  | .40  | Preparing attachment for service;   |
| 6/20/06 | MEU | .30  | Supervising service of additional banks;  |
| 6/20/06 | RGR | .20  | Review correspondence from bank in response to attachment.  |
| 6/20/06 | DB  | .90  | Serving PMAG, complaint and orders on Societe Generale;   |
| 6/22/06 | MEU | .20  | Receiving and reviewing email from attorney for Societe Generale suggesting need to serve complaint, orders, etc. with PMAG; writing to attorney correcting him on point; |
| 6/23/06 | SM  | 1.00 | Effecting service on garnishee banks 6/19 - 6/23/06;  |
| 6/26/06 | RGR | .20  | Review correspondence from bank in response to attachment.  |
| 6/26/06 | JS  | .20  | Effectuate service of PMAG upon garnishee banks for 6/26-29.  |
| 6/28/06 | MAM | .40  | Supervising service of Supplemental PMAG upon garnishee banks.  |

|         |     |      |  |
|---------|-----|------|--|
| 6/28/06 | JS  | .30  | Amend service on garnishee banks to include 2nd Supplemental PMAG. |
| 6/29/06 | MAM | .30  | Supervising service of PMAG upon all garnishee banks.              |
| 6/29/06 | JS  | .20  | Notarize affidavits of process server.                             |
| 6/29/06 | DB  | .30  | Preparing affidavits of service;                                   |
| 6/29/06 | CG  | .20  | Preparation of affidavits of service                               |
| 6/30/06 | MAM | .30  | Supervising service of PMAG upon garnishee banks.                  |
| 7/01/06 | JS  | .20  | Effectuate service of PMAG on garnishee banks for 7/3-7/7.         |
| 7/03/06 | JS  | .40  | Effectuate service of PMAG on garnishee banks.                     |
| 7/03/06 | JS  | .40  | Effectuate service of PMAG on garnishee banks.                     |
| 7/05/06 | MAM | .10  | Supervising service of PMAG upon garnishee banks.                  |
| 7/06/06 | MAM | .10  | Supervising service of PMAG upon garnishee banks.                  |
| 7/07/06 | MAM | .10  | Supervising service of PMAG upon garnishee banks.                  |
| 7/07/06 | JS  | .20  | Effectuate service of PMAG on garnishee banks for week 7/10-14.    |
| 7/07/06 | SM  | .60  | Effecting service on 8 garnishee banks 7/5-7/7;                    |
| 7/10/06 | MAM | .10  | Supervising service of PMAG upon garnishee banks.                  |
| 7/11/06 | MAM | .10  | Supervising service of PMAG upon garnishee banks.                  |
| 7/12/06 | MAM | .10  | Supervising service of PMAG upon garnishee banks.                  |
| 7/12/06 | JS  | .10  | File loose Affidavits of Service.                                  |
| 7/13/06 | MAM | .10  | Supervising service of PMAG upon garnishee banks.                  |
| 7/14/06 | SM  | 1.00 | Effecting service on 8 garnishee banks 7/10 - 7/14/06;             |
| 7/17/06 | JS  | .20  | Effectuate service of PMAG on garnishee banks for 7/17-21.         |

|         |     |      |   |
|---------|-----|------|---|
| 7/18/06 | RGR | .20  | Review correspondence from bank in response to attachment.  |
| 7/18/06 | JS  | .10  | Amend outgoing service emails to include new Citibank contact.  |
| 7/21/06 | SM  | 1.00 | Effecting service on 8 garnishee banks 7/17 - 7/21/06   |
| 7/23/06 | JS  | .10  | Effectuate service of PMAG upon garnishee banks for 7/24-28.  |
| 7/25/06 | JS  | .10  | Effectuate service of PMAG upon garnishee banks for 7/31-8/4.   |
| 7/27/06 | MEU | 1.00 | Telephone conference with attorney for The Bank of New York who advised full security restrained; advising Ms. Clark regarding same; arranging for issuance of cease and desist notices to banks; instructing The Bank of New York to restrain funds; writing to all reporting on funds restrained; instructing regarding preparation of Rule B.2 notice; |
| 7/27/06 | JS  | .10  | Update supplemental service to include Dresdner Bank via email, due to fax transmission problems.   |
| 7/28/06 | MEU | .30  | Forwarding notice of restrain for Members to pass to Caltram through broker channels; receiving and reviewing email from Ms. Clarke acknowledging;  |
| 7/28/06 | MAM | 1.20 | Prepared Cease and Desist letters; Prepared Rule B.2 Notice to Defendant.   |
| 7/28/06 | CG  | 1.00 | Effecting service on 8 garnishee banks 7/24 - 7/28/2006;  |
| 7/31/06 | MEU | .30  | Receiving and reviewing email from Ms. Psaroudaki requesting copy of complaint so as to reply to inquiry from Caltram; forwarding same and requesting instructions regarding amending complaint to assert cargo indemnity claim;  |
| 8/24/06 | MEU | .30  | Receiving and reviewing email from Ms. Clark inquiring regarding enforcement of default award; telephone conference with Ms. Clark regarding same;  |
| 8/30/06 | MEU | .30  | Telephone conference with Judge Swain's Clerk regarding request to adjourn conference set for 9/6; writing to Judge Swain regarding same;   |
| 9/01/06 | MEU | .20  | On notice of court order to Caltram;  |
| 9/01/06 | MAM | .50  | Reviewed memorandum from New York Federal Court; prepared letter to CALTRAM re advising re memorandum received from New   |

letter to CALTRAM re advising re memorandum received from New York Federal Court,

|         |     |     |  |
|---------|-----|-----|--|
| 9/05/06 | MEU | .30 | On email to Ms. Clark reporting on status, conference adjourned, etc.;   |
| 9/05/06 | MAM | .20 | Prepared affidavit of service, as required by New York Federal Court re service of Memorandum endorsed by Court. |
| 9/06/06 | MEU | .30 | Writing to Ms. Clark reporting on status;  |
| 9/12/06 | MEU | .20 | Receiving and reviewing email from Ms. Clark regarding status of London arbitration;                             |

**FEES:**

3,277.00

**SUMMARY OF PROFESSIONAL SERVICES:**

| TIMEKEEPER          | HOURS | RATE   | AMOUNT   |
|---------------------|-------|--------|----------|
| Michael E. Unger    | 4.70  | 245.00 | 1,151.50 |
| Manny Molina        | 4.70  | 185.00 | 869.50   |
| Joan Sorrentino     | 3.60  | 120.00 | 432.00   |
| Robert G. Ridenour  | 2.10  | 120.00 | 252.00   |
| Danielle Bacigalupo | 1.60  | 90.00  | 144.00   |
| Christina Gargano   | 1.20  | 90.00  | 108.00   |
| Sandra McSorley     | 6.40  | 50.00  | 320.00   |
|                     | 24.30 |        | 3,277.00 |

**DISBURSEMENTS:**

|                               |               |
|-------------------------------|---------------|
| Telephone Expenses            | 2.26          |
| Local Transportation Expenses | 20.80         |
| Facsimile Expenses            | 616.38        |
| Photocopy Expenses            | 9.85          |
| Courier Service Expenses      | 169.16        |
| <b>TOTAL DISBURSEMENTS:</b>   | <b>818.45</b> |

---

Vouchers are available upon request

**INVOICE TOTALS:**

|                       |                    |
|-----------------------|--------------------|
| FEES:                 | \$ 3,277.00        |
| DISBURSEMENTS:        | 818.45             |
| <b>INVOICE TOTAL:</b> | <b>\$ 4,095.45</b> |

LAW OFFICES OF  
**FREEHILL HOGAN & MAHAR LLP**

80 PINE STREET  
NEW YORK, N.Y. 10005-1759

TELEPHONE (212) 425-1900

FACSIMILE (212) 425-1901

reception@freehill.com

www.freehill.com

TAX ID NO.: 13-1985797

March 24, 2008

YOUR REF: *please advise*  
OUR REF: 209-06/MEU  
INTERIM INVOICE # 119373

Mills & Co.  
Milburn House  
Dean Street  
Newcastle upon Tyne  
NE1 1LE United Kingdom  
Attn: Fenella Tookey

---

**RE: JAREF**

Attachment action against Caltram  
on behalf of GNMTC

---

**TO PROFESSIONAL SERVICES RENDERED AND DISBURSEMENTS INCURRED** in connection with the captioned matter from October 1, 2006 through February 29, 2008 as more particularly described below:

- |          |     |      |  |
|----------|-----|------|--|
| 11/09/06 | MEU | 1.10 | Receiving and reviewing e-mail from Ms. Clark informing regarding payment of \$66k received and of need for partial release of security; preparing order for release of partial security; requesting advice regarding routing of funds; receiving and reviewing Ms. Clark's request for instructions regarding routing of funds; |
| 11/15/06 | MEU | .40  | Receiving and reviewing e-mail from Ms. Clark regarding further claim for \$56,000 and instructing regarding to maintain attachment as is; conferring by telephone with Ms. Clark regarding need to amend complaint and request for details regarding claim for additional hire owed;  |
| 1/02/07  | MEU | .50  | Writing Ms. Clark inquiring regarding status so as to update Court; receiving and reviewing e-mail from Ms. Clark regarding same;  |

writing Judge Swain requesting matter continue to be maintained on suspense docket pending completion of arbitration;

|         |     |      |  |
|---------|-----|------|--|
| 6/25/07 | MEU | .30  | Preparing letter to Judge Swain reporting re status, efforts to serve Caltram, etc; supervising service;   |
| 6/27/07 | MEU | .40  | Receiving and reviewing e-mail from Ms. Clark advising regarding award issued in client's favor and inquiring regarding steps to enforce; reviewing award;   |
| 6/28/07 | MEU | .40  | Conferring by telephone with Ms. Clark regarding status and procedure for enforcing award against funds restrained in New York; instructing regarding service of Caltran;  |
| 6/28/07 | JPG | 2.50 | Reviewing file re: service of process and status of matter; checking docket; researching service of process in Algeria and whether Algeria is a signatory of the Hague Service Conference; preparing service documents pursuant to FRCP 4(f)(2)(c)(ii); preparing letter to Clerk of Court; preparing July 1 status report letter to Judge Swain as per the 8/31/06 Order. |
| 6/28/07 | CG  | .80  | Hand delivery to foreign mailings clerk at SDNY;   |
| 7/02/07 | JPG | .30  | Checking re: status of service of process by clerk under Rule 4(f) and calculating reply period; preparing e-mail to MEU re calendar;  |
| 7/05/07 | JPG | .20  | Checking re: status of service of process by clerk; updating calendar;   |
| 7/06/07 | JPG | .50  | Checking service upon Defendant "defendant moved"; speaking with DHL re: service status; researching alternate addresses;  |
| 7/09/07 | JPG | .50  | Telephone call w/DHL re: defendant moved notification; researching and checking status of defendant company; researching if defendant has been in liquidation;   |
| 7/18/07 | MEU | .10  | On Ms. Clark request to Mr. El Ghali to provide information regarding Caltram address;   |
| 8/17/07 | JPG | 2.00 | Review file and begin preparation of motion for recognition of arbitral award;.  |
| 8/20/07 | MEU | .60  | Receiving and reviewing e-mail from Ms. Ward regarding suggested means of serving Caltram; conferring with JPG regarding same; redrafting letter to Judge Swain and proposed order for alternative service; arranging filing;  |

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| 8/20/07 | JPG | 5.20 | Prepare drafts of Declaration of Joanne Clark, Unger Affirmation and Memorandum of Law; prepare letter to Judge re request for Order to allow service upon Defendant in Libya and upon counsel in London; prepare proposed Order; review of file for documentation; conference with MEU re: outstanding items; |
| 8/21/07 | MEU | .80  | Writing Ms. Clark reporting on status; conferring by telephone with Judge Swain's chambers regarding request for confirmation service by DHL does not violate international treaty, etc.; on response to Court;  |
| 8/21/07 | JPG | 2.40 | Updated fax letter to Judge Swain re: requested Order; update Declaration of Joanne Clark, Update Unger Affirmation and Memorandum of Law; prepare exhibits;   |
| 8/22/07 | JPG | .30  | Prepare additional fax to Judge Swain re: FRCP 4(f)(3) service ;   |
| 8/27/07 | MEU | .40  | Receiving and reviewing signed order for service by DHL; arranging same; writing Ms. Clark requesting details of Caltram Tripoli and their London solicitors;  |
| 8/27/07 | JPG | .30  | Review file re new service; draft e-mail;  |
| 8/28/07 | MEU | .10  | Receiving and reviewing e-mail from Ms. Clark with details regarding Caltram solicitor;  |
| 9/03/07 | MEU | .40  | Receiving and reviewing e-mail from Ms. Clark to Mr. El Ghali requesting advice regarding service by notary public responding to same; receiving and reviewing e-mail from Ms. Clark to Mr. El Ghali instructing to proceed;   |
| 9/04/07 | MEU | .30  | Receiving and reviewing exchanges regarding service by notary; advising same acceptable under U.S. law; on further exchanges regarding address for Caltram and requesting address in Libya;  |
| 9/10/07 | MEU | .30  | Receiving and reviewing e-mail from Ms. Clark providing address of Caltram;  |
| 9/10/07 | JPG | .70  | Preparing service documents and enclosing letter for service upon CALTRAM attorneys in London and CALTRAM Libya;   |
| 9/25/07 | MEU | .30  | Receiving and reviewing e-mail from Ms. Clark regarding status of efforts to obtain agreement regarding costs, etc.; writing all regarding   |

status;

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| 9/25/07  | JPG | .30  | Following up with DHL on service to Libya - incorrect address;  |
| 9/28/07  | MEU | .10  | On e-mail to Ms. Clark, etc. regarding Caltram address incorrect and seeking correct address;   |
| 10/02/07 | MEU | .50  | Receiving and reviewing e-mail from Mr. El Ghani confirming Caltram address; receiving and reviewing e-mail from Ms. Clark suggesting amending order; instructing JPG regarding reply to DHL and obtaining revised order, fax service, etc.;  |
| 10/02/07 | JPG | .30  | Telephone calls to DHL re: re-service in Libya;   |
| 10/10/07 | MEU | .70  | On effort to obtain order for service of solicitors only; receiving and reviewing query from Ms. Clark regarding status; receiving and reviewing e-mail from attorney for Caltram regarding he instructed to oppose motion to enforce award; writing Caltram attorney requesting he accept service; writing all reporting on status; receiving and reviewing e-mail from Caltram attorney advising he not authorized to accept service; |
| 10/10/07 | JPG | 1.40 | Preparing letter requesting revised Order from Judge Swain; preparing e-mail update; telephone calls with DHL re: Libya service; calling Judge Swain chambers;  |
| 10/11/07 | MEU | .10  | Receiving and reviewing e-mail from Ms. Clark commenting on Caltram appearance and no appeal available;   |
| 10/11/07 | JPG | .40  | Preparing proof of service documents for filing;  |
| 10/11/07 | JS  | .20  | Scan and e-file Summons returned executed;  |
| 10/16/07 | MEU | .50  | Receiving and reviewing order from Court denying request to serve only via London solicitors; writing Caltram attorney forwarding same and requesting agreement to accept service; on advising Club regarding status;   |
| 10/16/07 | JPG | .70  | Checking docket re: filing of service upon Caltram solicitors; checking status of motion to serve only solicitors; checking DHL website again re delivery status;   |
| 10/17/07 | MEU | .30  | Receiving and reviewing e-mail from Caltram attorney regarding he to seek instructions regarding service and payment; forwarding to   |

Ms. Jackson with comments;

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| 10/18/07 | MEU | .30  | Receiving and reviewing e-mail from Ms. Clark regarding Caltram refusal of service, etc.; writing all regarding service issue and proceeding on motion to enforce award;  |
| 10/27/07 | MEU | .30  | Writing Caltram attorney again to authorize to accept service;  |
| 10/29/07 | MEU | .10  | Receiving and reviewing e-mail from Ms. Clark regarding exchanges on recoverability of costs of New York action;  |
| 10/31/07 | MEU | .30  | Receiving and reviewing e-mail from Ms. Clark forwarding correspondence with Caltram attorneys regarding possible agreement on costs award;   |
| 11/08/07 | JPG | .20  | Checking with DHL re: service upon Caltram after additional information given; resending e-mail as requested by Patricia of DHL;  |
| 11/09/07 | JPG | .10  | Telephone conversation with DHL re: service upon Caltram;   |
| 11/12/07 | JPG | .10  | Telephone conversation with DHL re: service upon Caltram - "no new information";  |
| 11/13/07 | JPG | .10  | Telephone conversation with DHL re: service upon Caltram - "no new information";  |
| 11/26/07 | JPG | .80  | Preparing affidavits to submit to Judge Swain re: service;  |
| 12/07/07 | JPG | 1.30 | Reviewing file re: proffers of proof of service in Libya; preparing affirmation;  |
| 12/10/07 | MEU | .10  | Receiving and reviewing e-mail from Ms. Tookey requesting update;   |
| 12/10/07 | JPG | .80  | Reviewing file re: proffers of proof of service in Libya; preparing Gisholt affirmation; telephone calls to DHL re delivery of summons and complaint;   |
| 12/11/07 | MEU | .70  | Conferring with JPG regarding status, service of complaint, pressing forward with motion to confirm award, etc.; writing Ms. Tookey reporting on status and next steps in proceeding to enforce award; instructing regarding preparation of motion; |
| 12/11/07 | JPG | 4.50 | Telephone calls to DHL re: delivery of the package in Tripoli, Libya; preparing e-mail to DHL; conferring with MEU re: next steps in  |

confirming arbitration award; drafting e-mail to client; preparing Memorandum of Law in Support of Motion to Recognize and Enforce Arbitral Award; preparing and updating Clark Declaration; preparing and revising Unger Affirmation;

|          |     |      |  |
|----------|-----|------|--|
| 12/12/07 | JPG | 4.20 | Calculating and preparing statement of damages; updating Unger Affirmation and Clark Declaration; preparing exhibits;  |
| 1/03/08  | LJK | 1.50 | Review pleadings and edit same; research re same and draft status report to MEU; discuss same at office conference with JPG;   |
| 1/04/08  | LJK | 1.80 | Redrafting motion papers and draft status report to MEU;   |
| 1/08/08  | MEU | .60  | Receiving and reviewing request for further update from Ms. Tookey; writing Ms. Tookey regarding same and providing draft declaration in support of motion to confirm award for review and comment;          |
| 1/09/08  | MEU | .40  | Receiving and reviewing e-mail from Ms. Tookey with amended declaration and inquiring regarding ability to add claim for costs award or need to wait; writing Ms. Tookey regarding options as to proceeding; |
| 1/10/08  | MEU | .10  | Receiving and reviewing e-mail from Ms. Tookey suggesting we await issuance of costs award to file motion to confirm; acknowledging;   |
| 2/04/08  | MEU | .40  | Receiving and reviewing e-mail from Ms. Tookey forwarding costs award; instructing JPG regarding revising motion;  |
| 2/04/08  | JPG | .20  | Conferring with MEU re: status; reviewing e-mail attachments;  |
| 2/05/08  | JPG | 2.80 | Reviewing and updating motion papers; reviewing Final Award on Costs; revising Memo of Law and Declarations with additional cost information;  |
| 2/06/08  | JPG | 1.20 | Reviewing and updating motion papers; reviewing and updating Unger Affirmation; compiling additional required exhibits; billing request;   |
| 2/11/08  | MEU | .70  | Redrafting Tookey declaration; forwarding to Ms. Tookey for execution;   |
| 2/13/08  | MEU | .90  | Receiving and reviewing revised and signed declaration of Ms. Tookey; on finalizing and filing of motion to confirm award; on  |

## Unger Affirmation;

|         |     |      |  |
|---------|-----|------|--|
| 2/15/08 | JPG | 1.40 | Prepare Order for Entry of Judgment; draft Order to Recognize and Confirm Foreign Arbitral Award; check docket re: entry of service;   |
| 2/19/08 | JPG | 1.70 | Updating Unger Affirmation and exhibits as per MEU and in accordance with Tookey Declaration; updating Order to Recognize and Confirm Arbitration Award; filing Summons Returned Executed; |
| 2/21/08 | JPG | .10  | Filing proof of service of process on CALTRAM Tripoli;   |
| 2/22/08 | JS  | .20  | Prepare and send fax to International Mail Clerk of SDNY with DHL delivery confirmation receipt;   |
| 2/25/08 | JPG | .40  | Preparing Affidavit of Service, retrieving relevant documents, preparing and filing Summons Returned Executed;   |
| 2/25/08 | JS  | .20  | Scan and e-file Summons Returned Executed against Compagnie Algerio-Libyenne de Transport Maritime (Caltram) in Algeria.   |

**FEES:**

10,917.50

**SUMMARY OF PROFESSIONAL SERVICES:**

| TIMEKEEPER        | HOURS | RATE   | AMOUNT    |
|-------------------|-------|--------|-----------|
| Michael E. Unger  | 13.50 | 280.00 | 3,780.00  |
| Larry J. Kahn     | 3.30  | 220.00 | 726.00    |
| Jan P. Gisholt    | 37.90 | 165.00 | 6,253.50  |
| Joan Sorrentino   | .60   | 130.00 | 78.00     |
| Christina Gargano | .80   | 100.00 | 80.00     |
|                   | 56.10 |        | 10,917.50 |

**DISBURSEMENTS:**

|                          |        |
|--------------------------|--------|
| Telephone Expenses       | 20.43  |
| Bank Charges             | 25.00  |
| Courier Service Expenses | 281.92 |
| Photocopy Expenses       | 25.50  |
| Facsimile Expenses       | 3.38   |

**TOTAL DISBURSEMENTS:**

356.23

**Vouchers are available upon request**

**INVOICE TOTALS:**

|                |              |
|----------------|--------------|
| FEES:          | \$ 10,917.50 |
| DISBURSEMENTS: | 356.23       |
| INVOICE TOTAL: | \$ 11,273.73 |

**PRIOR BILLINGS:**

|                |             |
|----------------|-------------|
| FEES:          | \$ 7,692.00 |
| DISBURSEMENTS: | 1,328.16    |
| TOTAL:         | \$ 9,020.16 |

**WIRE TRANSFER DETAILS:**

Citibank, N.A.  
120 Broadway  
New York, NY 10271  
SWIFT Code: CITIUS33  
ABA No.: 021 000 089  
FOR THE ACCOUNT OF  
FREEHILL HOGAN & MAHAR  
Account No. : 24589366  
U.S. Dollars  
Tax ID NO.: 13-1985797